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ABSTRACT

This agreement between the Board of Trustees of Dutchess Community College and the Dutchess Community College Faculty Confederation and the County of Dutchess covers the academic year 1970-71. Articles of the agreement cover recognition, responsibilities of Board of Trustees, Board of Trustees and Confederation rights, Confederation benefits, faculty responsibilities and practices, professional promotions and academic freedom, leaves of absence and sabbatical leaves, grievance procedures, faculty compensation, miscellaneous, conclusion of collective negotiations, severability, approval of the legislature, and duration of the agreement. Appendices include a statement of student rights and a statement on academic freedom. (MJM)

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Agreement Between the Board of Trustees of Dutchess Community College and the Dutchess Community College Faculty Confederation and the County of Dutchess

1970 - 71

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"This is a true copy of the agreement between the Board of Trustees of Dutchess Community College, the Dutchess College Faculty Confederation, and the County of Dutchess for 1970-71. It is printed by the Board of Trustees of Dutchess Community as required by Article X of the agreement. Owing to the fact that negotiations were lengthy, ratifications and signings occurred before the final draft was edited. The reader's indulgence is therefore requested."

Agreement Between the Board of Trustees of Dutchess Community College and the Dutchess Community College Faculty Confederation and the County of Dutchess

AGREEMENT BETWEEN County of Dutchess, Board of Trustees, Dutchess Community College and Dutchess Community College Faculty Confederation –

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AGREEMENT

AGREEMENT between the Board of Trustees of Dutchess Community College and the Dutchess Community College Faculty Confederation and the County of Dutchess.

ARTICLE I

Recognition

1.0 The Board of Trustees of Dutchess Community College (hereinafter referred to as Board of Trustees) acting on behalf of the local sponsor, recognizes the Dutchess Community College Faculty Confederation (hereinafter referred to as the Confederation) as the exclusive bargaining representative for all full-time members of the teaching faculty, hereinafter referred to as Faculty.

2.0 The term "Confederation," wherever used hereinafter, shall also include, by reference, its component units, the Dutchess Community College Federation of Teachers and the Dutchess Community College Faculty Association.

ARTICLE II

Responsibilities of the Board of Trustees

1.0 Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York.

2.0 The Trustees and administrators acknowledge the desirability and advisability of consultation with department heads and other selected faculty in the resolution of any unusual academic problems which may arise during the College year and which appear to require a modification or waiver of general education policy.

ARTICLE III

Board of Trustees and Confederation Rights

1.0 The Board of Trustees and the Confederation hereby agree that every Faculty member has the right to freely organize, join or support or refrain from joining or supporting the Confederation for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Board of Trustees and the Confederation undertake and agree that they will not directly or indirectly deprive, coerce or harass any Faculty in the enjoyment of any right conferred upon him by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any Faculty with respect to hours,

wages, or any terms or conditions of employment by reason of his membership, or lack thereof, in the Confederation or his participation, or lack thereof, in any lawful activity of the Confederation or in collective negotiations with the Board of Trustees, or his institution of any grievance or complaint under this Agreement.

2.0 The Board of Trustees recognizes the Confederation's right to membership dues deductions in accordance with Section 208, Article 14 of the Civil Service Law.

ARTICLE IV

Confederation Benefits

1.0 The Confederation may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. The Board of Trustees shall establish procedure to be followed with respect to requesting and using such space.

2.0 The College may make available to the Confederation upon its reasonable request and within a reasonable time thereafter such information related to the collective negotiation unit and in possession of the Board of Trustees as is necessary for negotiation and implementation of a collective negotiation agreement. It is understood that this shall not be construed to require the College to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable (nor to disclose confidential materials, or materials which were not prepared for publication).

3.0 The President, or his designee, shall meet at mutually convenient times with representatives of the Confederation for the purpose of discussing matters related to administration of this Agreement. Requests for such meetings shall be made at least one week in advance, where possible, and shall include the proposed agenda. Such meetings shall not limit the right of the President to meet with any individual or group on other matters.

ARTICLE V

Faculty Responsibilities and Practices

1.0 Full-time employment by the College shall be considered the basic full-time employment of each Faculty member. In the performance of his specific and individual duties and obligations to the College, the teaching faculty member shall be regarded as employee of the College rather than as employee of an individual or a particular department. He shall be responsible to his department head, Dean of his Division, President of the College, and Board of Trustees, as the case may be. Members of the faculty may

engage in outside compensated activities provided such activities do not in any way interfere with their teaching effectiveness or College responsibilities. Faculty engaging in outside compensated activities shall notify the President immediately upon the acceptance of such commitments and shall specify in writing their exact nature and duration. The President may withhold his approval of such activities or request their discontinuance only when he is able to demonstrate that the said activities interfere with the effective performance of the faculty member's professional responsibilities at the College.

1.1 The Board of Trustees shall maintain statements of policy describing the Faculty's professional responsibilities and obligations to the College, including, but not limited to, the following:

(a) Conduct of classes in the assigned subjects, such conduct to include such activities as: advance class preparation by faculty, frequent evaluation of student achievement, the prompt correction of student quizzes, examinations, and other papers and their prompt return to students;

(b) Maintenance and submission of student attendance records, grade reports, and other student records as required by the Dean of Student Personnel Services, the academic deans, or the President of the College;

(c) Planning the revision of all departmental course offerings;

(d) Preparation and submission of course outlines in accordance with the approved College format with such outlines being regarded as property of the College;

(e) Development and implementation of instructional materials including visual aids consistent with the considered professional judgment of the members of the departments concerned;

(f) Cooperation with the Board of Trustees, administration, and students in the development and implementation of a continuous evaluation of the total college, its administrative effectiveness, its educational program, and all professional personnel;

(g) Subscription to Part II of the 1967 Joint Statement on Rights and Freedoms of Students, a copy of which is attached hereto as Appendix A, except that said statement shall in no way require a faculty member to disregard his duty to cooperate fully with duly authorized governmental agencies as required;

(h) Cooperate with and assist the general administrative officers in the College by observing approved procedures for budget

development; purchasing of equipment and supplies; ordering and use of library resources; ordering and use of audio-visual materials and equipment; use of computer facilities; responsible and economical use of all supplies, equipment, and property; and development of the College's master schedule for fall, spring, and summer terms;

(i) Cooperate with and assist the Dean of Student Personnel Services and his staff in providing job placement services, occupational counselling, and career guidance for students and alumni;

(j) Cooperate with and assist the academic deans and the Dean of Student Personnel Services and his staff in academic advisement including the preregistration of enrolled students, general counselling, and registration for prospective and enrolled students;

(k) Observe all College rules and regulations in such matters as parking, security, care of equipment and offices, library use, and safety in laboratories and shops;

(l) Faculty will accept obligation to be on campus or at extension campus facilities (hospitals, banks, child care institutions, retail stores, medical offices, etc.) for a substantial portion of each day for the purpose of performing college-related professional responsibilities;

(m) Recommend designs and plans for the construction of new buildings and major alteration of existing college facilities to the Board of Trustees, the Administration, and the architect; and through consultation, provide advice and guidance to the end that facilities will meet the requirements of effective instruction. The administration will particularly look toward receipt of such information from those faculty members who may be expected to use new facilities being planned.

1.2 The Faculty shall conduct themselves in accordance with such statements of policy, and perform such acts as may be required in fulfillment thereof.

1.3 The academic calendar shall be submitted to the Confederation for examination and comment prior to its adoption and promulgation.

1.4 The appointment year for Faculty shall commence September 1 and end the following August 31. The professional obligation of Faculty shall be from September 1 until the completion of his professional duties, which in no event shall be later than the Friday following June graduation exercises. Such professional obligation may include participation in a limited number of regular college programs at the request of the President, including but not limited

to, graduation ceremonies, building dedications, community open house programs or parent's day, faculty workshops, freshman orientation, faculty orientation programs, and student career advisement programs.

1.5 Guidelines to be followed in the development of the master schedule for the College's day program include the following:

(a) Classes should be assigned to rooms and laboratories which can properly accommodate them;

(b) To the extent possible a class should be assigned to meet in the same room for all its lecture sessions;

(c) Courses should be scheduled in accordance with the period patterns established by the Director of Scheduling in order that students may have a reasonable number of options in determining their class programs;

(d) Faculty, whenever practicable, shall not be scheduled for more than two consecutive lecture hours, nor more than one lecture hour immediately followed by a laboratory period, nor more than two consecutive laboratory periods without his consent;

(e) The regular College teaching day shall begin at 8 a.m. and terminate at 4:50 p.m., except that on Thursday such hours shall be from 8 a.m. to 5:15 p.m. Faculty shall normally have instructional responsibilities scheduled five days a week and shall be expected to be available on campus as required to perform their professional obligations. In the interests of permitting graduate study or other professional work, exceptions to this guideline may be made with the approval of the Executive Dean and the appropriate department head;

(f) No faculty member shall be assigned a teaching schedule extending beyond 6 hours from the start of his first class on a given day to the end of his last class on that day except in cases where a faculty member may specifically request or agree in writing to a different type of daily schedule. Teaching assignments in the College's Continuing Education Program voluntarily accepted for additional compensation are not to be considered in the determination of the above-mentioned six-hour limit. The College may be expected to cooperate with faculty in designing teaching schedules which will allow them to pursue graduate study.

(g) Department heads, after consulation with program chairmen and other faculty members, should advise the Director of Scheduling in writing of any special scheduling requirements

for courses offered by their respective departments at least eight weeks before the beginning of a semester, including items requiring special consultation, or for which special arrangements must be made. Examples of such items include:

(1) Special classroom and laboratory requirements for courses to be offered;

(2) Identification of courses which should not be scheduled in conflict with certain other courses;

(3) Particular hour patterns which may be required in certain courses;

(4) Blocks of time which should be open to permit students in a particular course or curriculum to do field work, engage in cooperative work programs, or meet similar study-related obligations.

(h) Normally the Director of Scheduling will consult only with department heads in developing or revising the master schedule. Faculty suggestions and requests must be channeled through and approved by department heads.

2.0 Full-time faculty shall be required to teach, as part of their teaching load in one academic year, courses or sections thereof which in credit hours total not more than twenty-eight (28). Those faculty members teaching astronomy, biology, chemistry, geology, physical science, and physics shall be required to teach, as part of their teaching load in one academic year, courses or sections thereof which in contact hours total not more than thirty (30). Those faculty members teaching other laboratory courses for degree credit shall be required to teach, as part of their teaching load in one academic year, courses or sections thereof which in contact hours total not more than thirty-two (32). Those faculty members teaching non-degree laboratory courses shall be required to teach, as part of their teaching load in one academic year, courses or sections thereof which in contact hours total not more than forty (40). These definitions shall not be used as a basis for increasing the teaching loads of any faculty member over that assigned to such faculty member in the 1968-69 and 1969-70 academic years.

2.1 Maximum and minimum class size for each course shall be determined on a departmental basis by mutual agreement between the members of the Faculty in the department and the College. The number of students in a laboratory shall not exceed the number of fixed laboratory stations.

3.0 A Faculty member shall not be assigned more than 16 students as his advisees per semester without the written consent of the faculty member. Each faculty member shall maintain a minimum of four office hours per week scheduled on at least three different days for the purposes of advising students and assisting them with their course work, and shall file such schedule, and changes thereto, with the Department chairman.

Faculty will be expected to devote 30-50 hours per semester to advising their assigned advisees, such time not to include that spent in student conferences related to instructional and course work. Faculty will assume responsibility for contacting their assigned advisees and taking any required initiative to assure that effective adviser-advisee relationships are developed and maintained.

4.0 The Board of Trustees shall provide proper academic attire, without expense to the Faculty, in accordance with protocol, required for convocations or commencement exercises.

5.0 To provide for the continuing professional development of all members of the faculty the Board of Trustees agrees to provide each department annually with a sum of money equal to at least sixty dollars for each full-time member of a department, to attend professional conventions, conferences, and seminars. This allocation will be subject to budget approval.

ARTICLE VI

Professional Promotions and Academic Freedom

1.0 The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the faculty. To this end, each year the Board of Trustees shall provide for the promotion of those full-time employees eligible and qualified for promotion in rank to the extent that suitable positions are available to support such promotions.

Promotions will be based on criteria as described in the Professional Staff Handbook. Availability of positions will be determined by budgetary criteria.

2.0 A Committee on Promotion and Tenure shall be established to advise the President and the Board of Trustees in the development of decisions on faculty promotion, continuing appointments, and non-renewal of appointments. The Committee shall be chaired by the President; other members shall be: two administrative officers designated by the President, one department head and three tenured faculty members elected by secret ballot by faculty members of the General Education Division, and one department head and two tenured faculty members elected by secret ballot by faculty members of the Collegiate Technical Division.

2.1 Within each department of the College all faculty members meeting minimum requirements for promotion and/or tenure shall be considered for promotion by a committee composed of the department head and all tenured faculty members of that department. Formal procedures for departmental recommendations on promotion, continuing appointment, or non-reappointment shall be developed by the Board of Trustees.

2.2 All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department heads who wish to recommend promotions, continuing appointments, or non-renewal of appointments will be invited to appear before the Committee to support their recommendations. A department head may be accompanied by an additional staff member of his choice. Department heads may also be required to justify their failure to recommend an eligible faculty member for promotion.

2.3 The Committee on Promotion and Tenure shall forward, in writing, its recommendations to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his recommendations, together with the Committee's recommendations, to the Board.

2.4 Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

3.0 **Tenure Proceeding**

3.1 The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a tenured faculty member. The Trustees also agree to pay up to a maximum of $1,000 for mileage at the rate of 10¢ a mile for witnesses required in any one proceeding.

3.2 Eligibility for tenured appointments is set at no more than 6 years of teaching at the college level as a prerequisite for a continuing appointment.

3.3 The Finding and Hearing Committees in the Tenure Procedure will include five and seven tenured faculty members respectively who receive their appointments by vote of the *tenured* faculty.

4.0 **Academic Freedom**

All parties to this Agreement recognize the importance of academic freedom to the fulfillment of the College's educational purposes and therefore endorse the 1940 Statement of the American Association of University Professors on academic freedom.

5.0 **Personnel Files**

5.1 The Board of Trustees shall maintain two personnel files, an open file and a closed file, for each faculty member.

5.2 The open file shall contain all materials accumulated following his initial appointment to the College.

a. The open file shall be available for review to the faculty member and his representative pursuant to procedures promulgated by the Board of Trustees.

b. The faculty member shall have the right to read the contents of the file and attach any comments which he may deem relevant to any of the materials contained therein.

5.3 The closed file shall contain only the materials accumulated prior to the Faculty member's appointment to the College.

5.4 There shall be no other personnel files maintained.

ARTICLE VII

Leaves of Absence and Sabbatical Leaves

1.0 **Sick Leave**

1.1 The Board of Trustees agrees that each faculty member may absent himself in the event of personal illness for up to a total of ten days of sick leave each appointment year without a loss of salary. In the event that a faculty member is unable to perform his duties because of personal illness and has exhausted all available sick leave herein above provided the President shall, upon the presentation of a physician's statement verifying such personal illness, grant the faculty member an additional period of sick leave, not to exceed a total of ten days during a given appointment year without loss of salary.

1.2 If a faculty member is unable to perform his duties because of continuing personal illness and has exhausted sick leave benefits herein above provided, the Board of Trustees shall, upon the presentation of a physician's statement attesting to such continuing personal illness, grant faculty members other than those holding temporary appointment, additional sick leave which shall extend until the College's long-term disability program becomes effective. All said sick leave shall be at full salary.

1.3 The Board of Trustees shall establish a group long-term disability insurance program providing for group long-term disability benefits not to exceed 60% of salary plus contributions for annuity contracts at not to exceed the rates of Trustee contributions pursuant to Article 8B of the Education Law, plus adjustment for cost of living reduced by any amount for which the faculty member is eligible pursuant to compensation or benefits paid for or on behalf of the College and any normal contributions to a retirement program in accordance with regulations of the Board of Trustees relating to

eligibility and other terms, conditions and limitations of coverage and benefits for covered faculty members until the disability ceases, or reaches age 65, or dies, whichever event first occurs. Temporary appointees shall not be eligible for coverage.

2.0 **Sabbatical Leaves**

2.1 The Board of Trustees agrees that every faculty member having a continuing appointment who has completed six years of consecutive service, shall be eligible to apply for sabbatical leave. This requirement of continued appointment shall not apply to a faculty member employed during the 1969-70 academic year who has reached the age of 64 years as of September 1, 1970.

2.2 The Board of Trustees agrees that sabbatical leaves may be given to up to four and one-half (4.5) percent of the full-time eligible faculty each academic year, consistent with the requirements of the College.

3.0 **Personal Leave**

3.1 The Board of Trustees shall grant each faculty member three days of personal leave credit per academic year. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Such leave days may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

4.0 **Maternity Leave**

4.1 A pregnant faculty member shall be entitled to continue teaching while pregnant upon presentation of a physician's statement that the faculty member is physically and otherwise capable of performing her teaching assignments.

5.0 **Jury and Court Appearances**

5.1 Any faculty member scheduled for jury duty or who is required to appear in any court or before any administrative agency of the Federal, State, or local government shall be excused from class attendance and other duties for such appearances and duty without loss of pay.

6.0 **Leaves Without Pay**

6.1 Faculty members wishing to pursue graduate study, do research, or engage in other types of activity related to their special areas of competence or scholarship may request from the President and the Board of Trustees of the College leave of absence without pay for a period not to exceed one academic year or the equivalent.

6.2 The purposes of the leave are for advanced study, exchange teaching, and other activity, in each instance related to the faculty member's field or professional duties or otherwise beneficial to the College, or for the purpose

of holding professional or political office. In cases agreed upon in advance by the Board of Trustees upon return from leave a faculty member shall be placed at the same position on the salary schedule that he would have been on had he taught in the College during such period exclusive of rank promotion. A faculty member on unpaid leave shall retain, but shall not accrue credit toward tenure or sabbatical leave.

ARTICLE VIII

Grievance Procedure

1.0 **Contract Grievance**

A. Definition: A "contract grievance" is a dispute concerning the interpretation of a specific term, condition or provision of this Agreement. Disputes which do not involve the interpretation of a specific term, condition or provision of this Agreement, matters for which other means of resolution have been provided, or foreclosed either by this Agreement or by statute, rule or regulation, matters which are hypothetical, not actual, where what is sought is an advisory decision or opinion, shall not be considered a "contract grievance".

B. The "contract grievance" procedure shall be as follows:
Step 1 –
The Confederation (hereinafter referred to as the Grievant) shall present the grievance in writing on forms provided by the Trustees to the person who has been designated by the Trustees for such purposes not later than 60 calendar days following the date on which an act or omission resulting from such alleged misinterpretation occured, or if the grievant prefers, declare this step one waived and deemed to have resulted in an unsatisfactory decision and proceed directly to Step 2. The person designated to receive the grievance may request the Grievant to meet in an effort to resolve the grievance. The person designated to receive the grievance shall reply to the Grievant, in writing, within 15 calendar days following the receipt of the grievance.

C. *Step 2 –*
An appeal from an unsatisfactory decision at Step 1 shall be presented in writing on forms supplied by the Trustees to the Trustees by the Grievant within 10 calendar days of receipt of the Step 1 determination. The Trustees may schedule a Step 2 review within 20 calendar days of receipt of the appeal from the Step 1 determination, and may designate a

Hearing Officer to preside at such a review. In the event a review is held, a record shall be prepared; If a Hearing Officer has presided, the record shall be sent to the Employer and shall include the Hearing Officer's findings of fact and his recommendation, if any. The Trustees shall issue its determination within 15 calendar days of receipt of the appeal, or of the record if a review has been held.

D. *Step 3* –

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within five calendar days of receipt of the Step 2 determination. A request to arbitrate shall be served on the Trustees in writing on forms provided by the Trustees. The Grievant and the Trustees shall meet to determine arbitration procedures, including the selection of an arbitrator or arbitrators from a panel established pursuant to a method of selection to be determined upon mutual agreement by the Trustees and the Confederation prior to December 1, 1970. In the absence of such agreement, and unless, and except to the extent that, the Public Employees Fair Employment Act otherwise provides, such arbitration will be conducted in accordance with Rules 17 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association except as they are modified herein. The duties and functions of the American Arbitration Association as set forth in such Rules will be performed by the arbitrator or arbitrators. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

The arbitrator or arbitrators shall have no power to add to or subtract from, modify or expand the provisions of this agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his, its or their powers, as provided by law or otherwise.

The arbitrator or arbitrators shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not submitted, nor shall observations or declarations of opinion not essential to the reaching of the determination be submitted.

A record of the proceedings shall be made. All fees and expenses of the arbitrator and the stenographer which may be involved in the arbitration proceeding shall be equally

divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

E. The award of the arbitrators shall be in writing and is to be signed either by the sole arbitrator or by a concurring majority if there be more than one arbitrator. The award will set forth the findings of fact and conclusions of the arbitrator upon which the award is founded.

If either party, within fifteen (15) calendar days after an arbitrator's decision states in writing to the other party its intention to seek clarification or interpretation of the decision submitted, then both parties will agree to appear before the arbitrator.

Unless the decision of the arbitrator is appealed pursuant to Article 75 of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties. Either party may appeal from such decision on the grounds that the rights of such party were prejudiced by:

1. Corruption, collusion, fraud or misconduct in procuring the award; or partiality of the arbitrator, except where the award was by confession; or a decision which is arbitrary, capricious or not based upon the evidence submitted.
2. Failure to follow the procedure of this Article, unless the appealing party continued with the arbitration with notice of the defect and without objection thereto.
3. The arbitrator has awarded upon a matter, which, by the terms of this Agreement or otherwise, is within the exclusive right or power of one of the parties hereto, or is outside the scope of this Agreement, the resolution of which would constitute an addition, abridgement, modification or alteration of the terms of this Agreement or the rights or obligations of the parties herein, or would be contrary thereto or inconsistent therewith or which is not grievable.
4. There was a miscalculation of figures or a mistake in the description of any person, thing or property referred to in the award.
5. The award is imperfect in a matter of form, not affecting the merits of the controversy.
6. The arbitrator has awarded upon a matter not submitted to him and the award may be corrected without affecting

the merits of the decision upon the issues submitted.

If the sole grounds found by the Court on appeal are one or more of subdivisions 1 through 3 above, the Court may invalidate the award and either remand or dismiss the proceeding.

If the sole grounds found by the Court on appeal are one or more of subdivisions 4 through 6 above, the Court may modify the award and confirm it as modified.

F. The parties may mutually agree to extend the time limits hereinabove specified.

2.0 **Personal Grievance**

It is mutually recognized that from time to time situations may develop in which a faculty member may feel aggrieved by decisions affecting his professional standing, status, assignments, compensation, and similar matters. To insure a fair and reasonable approach to problems of this type and to provide those directly involved with helpful guidance in their equitable resolution, the procedure described below in its various steps is herewith established:

A. Definition:
A *personal grievance* is an allegation by an employee in the bargaining unit that there has been an arbitrary or discriminatory application of, or a failure to act pursuant to, the policies of the Trustees or the provisions of this Agreement related to the terms and conditions of employment.

A *complaint* is an informal claim by an employee in the bargaining unit of unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a personal grievance.

B. Procedure for Handling Complaints:
Any faculty member in the bargaining unit may present and discuss his complaint either with his supervisor or with the person designated by the president to hear complaints. This discussion of the complaint shall be informal and any settlement, withdrawal or disposition shall not be deemed binding as a precedent in the settlement of complaints involving similar circumstances.

C. Whenever a faculty member has exhausted normal administrative and departmental channels, but not later than 45 calendar days after the date the alleged act giving rise to the grievance occured, feels that he has a legitimate grievance or

wishes to appeal a decision made regarding any aspect of his relationship with the institution he may request, at his option, a board consisting of one member appointed by the executive council of the Confederation, one member appointed by the President, and a chairman jointly appointed by the two members to his grievance, *or* he may request the Instructional Staff Council to create an *ad hoc* committee to hear his case and examine its merits, said committee to consist of 7 members. The Council shall appoint at least one professor, one associate professor, one assistant professor, and one instructor to the *ad hoc* committee.

1. The request for the establishment of an *ad hoc* committee by the Instructional Staff Council will be made in writing to the chairman of the Instructional Staff Council and must specify in reasonably clear terms the nature of the grievance and relevant issues involved.
2. Within ten days of the receipt of the faculty member's request, the chairman of the Instructional Staff Council will convene that body for the purpose of naming the members to the *ad hoc* committee.
3. The *ad hoc* committee created by the Instructional Staff Council in "C" above may be modified in the following ways:
   a. Any faculty member may disqualify himself from service on the committee and withdraw if he feels that he is unable to consider the case in an objective and fair manner.
   b. The faculty member requesting the hearing will have the privilege of disqualifying up to two faculty members appointed by the Instructional Staff Council, to be replaced by other faculty members appointed by the Council who are of the same rank and acceptable to the aggrieved party.
4. The Chairman of the Instructional Staff Council will designate a temporary chairman of the *ad hoc* hearing committee and transmit to him the written statement of the aggrieved. It will be the responsibility of the temporary chairman to call and arrange for the first committee meeting at which time a permanent chairman will be elected.

D. The board or the *ad hoc* committee as the case may be, shall conduct a hearing at which the aggrieved may present evidence to support his previously submitted statement and may

elaborate upon his grievance. The professional staff members responsible for the decision being appealed by the aggrieved shall also be invited to present explanations and evidence to the committee in support of the action taken. A stenographic report of the hearing shall be made and the College shall bear one-half the costs and the grievant one-half the costs relating thereto. Each party shall bear the cost of preparing and presenting its own case. The aggrieved may be accompanied by counsel at the hearing and shall have the privilege of calling witnesses who may agree to testify on his behalf.

E. The board or *ad hoc* committee as the case may be, may also call persons to testify and review records which may be relevant to the grievance.

F. The board or *ad hoc* committee as the case may be, shall keep detailed records of the hearing and deliberations. A copy of the transcript shall be made available to the aggrieved and to the President of the College.

G. Within one month after the conclusion of the hearing, the board or *ad hoc* committee as the case may be, shall prepare and submit to the President its recommendation for fair and proper action regarding the alleged grievance.

H. Based on the recommendation of the board or *ad hoc* committee as the case may be, the President shall render a decision stating the basis thereof in all cases within 30 calendar days of receipt by the president of the transcript and recommendations. The President's decision shall be transmitted in writing to the board or *ad hoc* committee as the case may be, to the aggrieved and to the Board of Trustees. The Board of Trustees shall also receive a copy of the recommendations of the board or *ad hoc* committee as the case may be and a copy of the transcript.

I. Where the grievant is dissatisfied with the decision of the President he is entitled to a hearing before the Educational Policies Committee of the Board of Trustees.

J. **Representation**

The grievant may be represented by a person of his own choice at any or all of the three steps of the personal grievance procedure except that no member, officer, or representative of an employee organization other than the Confederation may appear as such grievant representative without approval by the Confederation.

ARTICLE IX

Faculty Compensation

1.0 The salary schedule to be implemented and used as a basis for faculty compensation for the academic year 1970/71 is as follows:

Basic Salary Schedule

STEPS	1	2	3	4	5	6
Asst. Inst.	6,700	7,100	7,500	7,900	8,300	8,700
Instructor	7,870	8,470	9,070	9,670	10,270	10,870
Asst. Prof.	9,800	10,500	11,200	11,900	12,600	13,300
Assoc. Prof.	11,640	12,440	13,240	14,040	14,840	15,640
Full Prof.	14,100	15,000	15,900	16,800	17,700	18,600

2.0 In implementing the above salary schedule for the 1970/71 academic year, the following procedures apply:

A. Faculty members employed during 1969/70 who received compensation in accordance with the 1969/70 salary schedule and who continue employment for the 1970/71 academic year in the same faculty rank will be advanced two steps in rank from that held in 1969/70 and receive compensation in accordance with the salary schedule for 1970/71 for such advanced step in rank.

B. Faculty members who are being promoted to a new academic rank shall enter the new schedule at that step of the new rank which represents an increase in salary at least equal to that which they would have received had they remained in their previous rank according to step.

ARTICLE X

Miscellaneous

1.0 Copies of this Agreement shall be printed by the Board of Trustees and distributed to all faculty members now employed or hereafter employed by the College. Fifty additional copies of this Agreement will be given to the Confederation.

2.0 The enforcement of this Agreement is the joint responsibility of the Board of Trustees and the Confederation. Should any dispute arise as to the proper interpretation or application of any provisions of this Agreement, duly designated representatives of the Board of Trustees and the Confederation, before applying the provisions of Article VIII, shall meet and confer in good faith to attempt to resolve differences.

3.0 Except as otherwise herein provided, the Trustees and Administration agree to continue all present terms and conditions of employment as recognized by the Board or the Administration at not less than the highest minimum standards in effect at the time this agreement is executed.

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any faculty benefits or obligations existing prior to the effective date of this agreement.

ARTICLE XI

Conclusion of Collective Negotiations

1.0 This Agreement is the entire agreement between the Board of Trustees and the Confederation, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the terms of this Agreement in accordance with the provisions thereof.

ARTICLE XII

Severability

1.0 In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction of shall cause the loss to the Board of Trustees or the State of funds made available by Federal Law, State or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

ARTICLE XIII

Approval of the Legislature

1.0 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIV

Duration of Agreement

1.0 This Agreement shall be effective as of September 1, 1970, and shall continue until August 31, 1971.

DUTCHESS COMMUNITY COLLEGE

By _____

Chairman of the Board of Trustees
Dutchess Community College

DUTCHESS COMMUNITY COLLEGE
FACULTY CONFEDERATION

By _____

M. Dorothy MacPherson, Co-Chairman
of the Dutchess Community College
Faculty Confederation

By _____

Donald H. Puretz, Co-Chairman of
the Dutchess Community College
Faculty Confederation

COUNTY OF DUTCHESS

By _____

David C. Schoentag,
County Executive

Date of Signing 17 September 1970

APPENDIX A

(reference to Article V, par. 1.1 g)

Joint Statement on Rights and Freedoms of Students

1.0 The following statement was promulgated under the auspices of the American Association of University Professors, 33 representatives from ten national educational organizations met in Washington, D. C., on November 13-14, 1966, to discuss the academic freedom of students and to explore the feasibility of reaching a consensus on standards in this area. Five organizations - The American Association of University Professors, the Association of American Colleges, the U. S. National Student Association, the National Association of Student Personnel Administrators, and the National Association of Women Deans and Counselors - participated in the planning of the conference. Five additional organizations - the American Council on Education, Association of American Universities, Association for Higher Education, Association of State Colleges and Universities and the American College Personnel Association - participated in the conference. Those who attended concluded the meeting by concurring in the establishment of an *ad hoc* committee to draft a statement for possible joint endorsement.

Part II: In The Classroom

The professor in the classroom and in conference should encourage free discussion, inquiry and expression. Student performance should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards.

A. *Protection of Freedom of Expression* – Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgement about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.

B. *Protection Against Improper Academic Evaluation* – Students should have protection through orderly procedures against prejudiced or capricious academic evaluation. At the same time they are responsible for maintaining standards of academic performance established for each course in which they are enrolled.

C. *Protection Against Improper Disclosure* – Information about student views, beliefs and political associations which professors acquire in the course of their work as instuctors, advisers and counselors should be considered confidential. Protection against improper disclosure is a serious professional obligation. Judgements of ability and character may be provided under appropriate circumstances, normally with the knowledge or consent of the student.

APPENDIX B

Academic Freedom

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.